

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CHESTNUT STREET CONSOLIDATED, LLC	:	
v.		:No.: 21-CV-03046(ER)
BAHAA DAWARA	:	
And	:	
IMAD DWARA	:	
And	:	
FATAN DAWARA	:	
a/k/a FATEN DAWARA		
And	:	
MAISAA DAWARA	:	
And	:	
MIRVAT DAWARA	:	
And	:	
ABEER NAIM	:	
And	:	
HITHAM ALBAROUKI	:	
a/k/a HAITHAM ALBAROUKI		
And	:	
DOE INDIVIDUALS (1-10),	:	
And	:	
DOE ENTITIES (1-10)	:	
Defendants.		

**FINDINGS OF FACT AND CONCLUSIONS OF LAW OF DEFENDANTS,  
FATEN DAWARA, MAISAA DAWARA, MIRVAT DAWARA, ABEER NAIM  
AND HAITHAM ALBAROUKI**

AND NOW, comes Defendants, Faten Dawara, Maisaa Dawara, Mirvat Dawara, Abeer Naim and Haitham Albarouki's Findings of Fact and Conclusions of Law following the non-jury trial occurring between January 18, 2022 and January 19, 2022 and trial deposition testimony of Imad Dawara on March 31, 2022 and Bahaa Dawara on March 29, 2022, and in support of same, Defendants' aver as follows:<sup>1</sup>

**I. FINDINGS OF FACT**

**A. Parties.**

1. Defendant Imad Dawara is an individual citizen of the Commonwealth of Pennsylvania currently held in the custody at FCI – Fort Dix.
2. Defendant Bahaa Dawara is an individual citizen of the Commonwealth of Pennsylvania currently held in the custody at FCI- Fort Dix.
3. Defendant Faten Dawara is an individual citizen of the Commonwealth of Pennsylvania. Faten Dawara is the sister of Imad Dawara and Bahaa Dawara
4. Defendant Maisaa Dawara is an individual citizen of the Commonwealth of Pennsylvania currently residing at 305 Seminole Street, Lester, PA 19029. Maisaa Dawara is the sister of Imad Dawara and Bahaa Dawara.

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<sup>1</sup> The Transcripts from the Non-Jury Trial will be referred to as follows: N.T. 01/18/2022 (for the testimony of Defendant, Haitham Albarouki); N.T. 01/19/2022 (for the testimony of Maisaa Dawara, Mirvat Dawara, Abeer Naim and Faten Dawara). The trial deposition testimony of Defendant, Bahaa Dawara will be referred to as "Oral Deposition of Bahaa Dawara, Mar. 29, 2022, at ), and of Imad Dawara, as "Oral Deposition of Imad Dawara, Mar. 31, 2022, at ). The exhibits will be referred to as they were identified during the trial by both the Plaintiff and Defendants.

5. Defendant Mirvat Dawara is an individual citizen of the Commonwealth of Pennsylvania currently residing at 407 Seminole Street, Lester, PA 19029. Mirvat Dawara is the sister of Imad Dawara and Bahaa Dawara.

6. Defendant Abeer Naim is an individual citizen of the Commonwealth of Pennsylvania currently residing at 19 Ridgeway Avenue, Norwood, Pennsylvania. Abeer Naim is the wife of Defendant, Imad Dawara. She is currently residing with her two (2) children and Mr. Dawara's parents. *See* Oral Deposition of Imad Dawara, Mar. 31, 2022, at 44:1-4.

7. Defendant Hitham Albarouki is an individual citizen of the Commonwealth of Pennsylvania currently residing at 132 South Scott Avenue, Glenolden, PA 19036.

8. Haitham Albarouki is the brother-in-law of Imad Dawara and Bahaa Dawara and the husband of Faten Dawara. *Id.* at 44:12-14.

**B. Background**

9. On February 18, 2018, there was a fire at 239-241 Chestnut Street, Philadelphia, PA. The fire destroyed the entire building. *See* Plaintiff's Exhibit "P-5B".

10. On October 17, 2019, Defendants, Imad Dawara and Bahaa Dawara were arrested and charged with Conspiracy to Commit Arson and other related offenses. *See* Plaintiff's Exhibit "P-5A".

11. On February 25, 2021, Defendants, Imad Dawara and Bahaa Dawara pled guilty before the Honorable Juan R. Sanchez, Chief, U.S.D.J. *Id.*

12. On June 22, 2021 and June 28, 2021, Defendants, Imad Dawara and Bahaa Dawara, respectively, were sentenced by the Court to a term of imprisonment of 108 months. Restitution was set in the amount of \$22,000,000.00. *See* Plaintiff's Exhibits "P-5H" and "P-5I".

**C. Restitution Agreement**

13. In connection with the guilty plea, on October 23, 2020, a letter was sent from the United States Attorney's Office to counsel for Defendants, Imad Dawara and Bahaa Dawara. *See* "P-5(E)(1)." The letter sets forth the defendants' obligations with respect to restitution in the criminal case. The restitution amount for this case was not less than \$22,000,000.00. *Id.* at 5(i).

14. According to the agreement, to facilitate the payment of restitution, defendants agreed to liquidate the following real properties: 134 Garfield Avenue, Woodlyn, PA; 1524 McKean Street, Philadelphia, PA; 321 Massasoit Street, Essington, PA; 224 Erickson Avenue, Essington, PA; 1007 Milmont Avenue, Swarthmore, PA; 142 Garfield Avenue, Woodlyn, PA and 312 Fern Street. *Id.* at 9(d).

15. All of the deeds, in connection with these properties were transferred in or around November 11, 2019. *See* Exhibit(s) "P-6(G) – P-6(M). The defendants' agreed to remit the net proceeds of the sale of these properties to the government. *Id.* at P-5(E)(1) at 9(f).

16. The government noted that if the above sales occurred, the government agreed to waive its right to collect from the following properties: 19 Ridgeway Avenue, Norwood, PA; 305 Seminole Street, Essington, PA; and 407 Seminole Street, Essington, PA. *Id.* at P-5(E)(1), at 9(g).

17. The agreement also specifically provided

In the event either defendant defaults with the payments set forth above, the defendants understand and agree that the government reserves its right to initiate action against these properties to collect restitution as provided under applicable federal or state law.

*Id.*

18. Similarly, the Restitution Order provides that "the defendant shall not liquidate, sell, transfer, encumber or assign his interest in any property unless it is pursuant to the guilty

plea agreement, in direct service of the restitution obligation, or otherwise has the express approval of the Court.” *See* Exhibit “P-5(E)(2), at 6.

**D. Power(s) of Attorney**

19. Following his incarceration, a power of attorney was given by Imad Dawara to Mr. Albarouki. *N.T.* Jan 18, 2022, at 13:22-23; *See* Exhibit D-11. The power of attorney was prepared by Todd Henry, Esquire. 59:16-19. The power of attorney is dated October 24, 2019.

20. After Bahaa Dawara was arrested, attorney, Todd Henry, Esquire told him to transfer his properties. *See* Oral Deposition of Bahaa Dawara, Mar. 29, 2022, at 37:6-9; 38:12-17.

21. A power of attorney was prepared by Bahaa Dawara’s attorney, Gerald Stein, Esquire appointing Faten Dawara as Power of Attorney. *Id.* at 39:10-13; *N.T.* Jan. 19, 2022, at 62:22-24. *See* Exhibit D-12. The Power of Attorney was dated October 30, 2019. *Id.*

22. There was an initial power of attorney which had a spelling mistake in the document. *N.T.* Jan. 19, 2022, at 63:13-16; 64:11-12. Bahaa’s name was spelled incorrectly as well. *Id.* at 66:12-14. Because of the mistakes, another power of attorney was prepared on January 12, 2020. *Id.* at 67:12-15; 68:1-2; *See* Exhibit D-13.

**E. 305 Seminole Street, Essington, Pennsylvania**

23. 305 Seminole Street, Essington, Pennsylvania was purchased in 2015 for Imad Dawara’s sister, Maisaa Dawara. *See* Oral Deposition of Imad Dawara, Mar. 31, 2022, at 59:13-23. Maisaa and her family moved into the property. *N.T.* Jan. 19, 2022, at 11:9-22.

24. Maisaa Dawara lives at 305 Seminole Street, Essington, PA. *N.T.* Jan. 19, 2022, at 9:14-15. She lives with her husband, Nawara and her two (2) children, ages 18 and 13. *Id.* at 10:9-14.

25. She is the sister of Faten Dawara and Mirvat Dawara. Abeer Naim is her sister in law. Defendants, Imad and Bahaa Dawara are her brothers. *Id.* at 10:19-25.

26. After Imad Dawara bought the property, he had Maisaa and her husband sign a lease purchase agreement. *Id.* at 60:16-18.

27. The Lease Agreement with the Option to Purchase was given to Ms. Dawara. *See* Exhibit D-2(a). The lease purchase is dated August 31, 2015. *Id.* The parties to the lease purchase are Nawras Dawara, Maisaa Dawara, Rami Dawara and Shadi Dawara. *Id.* The duration of the Lease Purchase was September 1, 2015 through 2045 (thirty years). *Id.* The payment was \$1,100.00. *Id.*

28. The contract was given because the school asked her to bring something to prove that she lived at the address. *N.T.* Jan. 19, 2022, at 13:10-14.

29. The lease purchase indicated that Maisaa and her family would live at the property and pay while living there. After they paid, the property would be hers. *Id.* at 15:11-15. She had five (5) years to pay and the amount was \$1,100. *Id.* at 15:16-22. Installment payments were made every month. *Id.* at 18:10-13. Payments were made for five (5) years. *Id.* at 18:20-23. Payments were made after Imad went to jail. *Id.* at 19:1-2. Similarly, repairs were made by Maisaa and her family. *Id.* at 19:5-13.

30. Defendant, Maisaa Dawara and her family made regular monthly payments via check to Imad Dawara from 2015 through June, 2020. *See* Exhibit D-5.

31. The agreement was that they would pay the monthly payment, insurance, taxes, upkeep, etc. and when they finished, they would own the property. Once the terms of the lease purchase had been fulfilled, the property was transferred. *See* Oral Deposition of Imad Dawara, Mar. 31, 2022,, at 61:9-14.

32. Imad Dawara received checks on a monthly basis from his sister Maisaa and her husband. *Id.* at 62:6-23.

33. The property was deeded from Imad Dawara to Imad Dawara and Maisaa Dawara on November 11, 2019. *Id.* at 63:17-21.

34. Albarouki signed the deed for the property located at 305 Seminole Street, as power of attorney, on November 11, 2019. *N.T.* Jan. 18, 2022, at 13:16-22; *See* Exhibit “P-6(B)”. The deed transferred the property from Imad Dawara to Imad Dawara and Maisaa Dawara.. *Id.*

35. This was based upon advice from the lawyers. *N/T* Jan. 18, 2022, at 15:25; 16:1-5.

36. A deed was prepared November 11, 2019 “to guarantee [her] interest in the house . . . *N/T.* Jan. 19, 2022, at 21:20-24.

37. Another deed was done transferring the property from Imad and Maisaa to Maisaa in March 25, 2021. *See* Oral Deposition of Imad Dawara, at 64:14-22.

38. Mr. Albarouki signed another deed prepared by Warren Wolf, Esquire, transferring the property from Imad Dawara and Maisaa Dawara to Maisaa Dawara. *N.T.*, Jan. 18, 2022, at 15:1-7; 15-19. *See* Exhibit “P-6(C).

39. The deed was prepared because “[Maisaa] paid off what [she] owed to Imad and the house became [hers].” *N.T.* Jan. 19, 2022, at 22:1-7.

**F. 407 Seminole Street, Essington, Pennsylvania**

40. 407 Seminole Street was purchased in 2015 for Imad Dawara’s sister, Mirvat Dawara. *Id.* at 66:11-15.

41. Mirvat Dawara resides in the property with her family. N/T. Jan. 18, 2022, at 19:13-16; 21:24-25. She lives with her husband and two (2) children, ages 8 and 11. N.T. Jan. 19, 2022, at 33:9-21. The family moved into the home in September, 2015. *Id.* at 34:22-24.

42. After he bought the property, he had Mirvat and her husband sign a lease purchase agreement. *Id.* at 66:21-23; N.T. Jan. 19, 2022, at 35:5-6.

43. The parties to the Lease Agreement with Option to Purchase were Omar Alameddin and Mirvat Dawara, Nermeen Alameddin and Wisam Alameddin. *See* Exhibit D-2(b).

44. The agreement commenced on September 1, 2015 and ended in 2014. *Id.* The payment was \$1,200 per month. *Id.* The agreement provided that in “four years – five years, [Mirvat] would pay 1,200 every month and the house would be [hers]. And after, if [she] couldn’t pay in the five years, I have until 2045 to pay – what [she] owes him. And he’s going to buy the house. N.T. Jan. 19, 2022, at 36:9-14.

45. The school where Mirvat worked requested the documents. N.T. Jan. 19, 2022, at 36:15-18.

46. Payments were made from an account in TD Bank. N.T., Jan. 19, 2022, at 37:1-2. Payments were made through September, 2020. N.T., Jan. 19, 2022, at 37:13-18. Repairs were made as well.

47. Mirvat Dawara and her husband Omar Alameddin had a bank account at TD Bank ending in X9617. The account was used to make the payments under the lease purchase agreement. *See* Exhibit D-1. There were checks from Defendant, Mirvat Dawara to Imad Dawara commencing on September 1, 2015 through September, 2020. *See* Exhibit D-6.



48. The agreement was that they would pay the monthly payment, insurance, taxes, upkeep, etc. and when they finished, they would own the property. Once the terms of the lease purchase had been fulfilled the property was transferred. *See* Oral Deposition of Imad Dawara, Mar. 31, 2022, at 66:24; 67:1-4.

49. Imad Dawara received checks on a monthly basis from his sister Mirvat and her husband. *Id.* at 67:5-12.

50. The property was deeded from Imad Dawara to Imad Dawara and Mirvat Dawara on November 11, 2019. *Id.* at 68:13-20; N.T. Jan. 19, 2022, at 39:5-8. The deed was prepared because the terms of the lease purchase had been fulfilled. *Id.* at 68:13-24; 69:1; N.T. Jan. 19, 2022, at 39:9-13.

51. The deed was signed by Mr. Albarouki as Power of Attorney for Imad Dawara. N/T Jan. 18, 2022, at 19:20-25; 20:1; *See* Exhibit “P-6(D).

52. Again the deed was prepared by a lawyer named “Schultz.” 20:5-8.

53. A deed of correction was later prepared. *Id.* at 20:13-19; *See* Exhibit “6-E”.

54. Another deed was prepared transferring the property from Imad Dawara and Mirvat Dawara to Mirvat in March 25, 2021 by attorney Wolf. *See* Oral Deposition of Imad Dawara, Mar. 31, 2022, at 69:12-17; *N.T.*, Jan. 18, 2022, at 21:8-12; *See* Exhibit “6-F”

55. The deed was prepared because “Mirvat owned this house.” N/T. Jan. 18, 2022, at 21:18-19; and “because [Mirvat was] already done with the payments, and the attorney asked to do that contract.” N.T. Jan. 19, 2022, at 39:14-19.

**G. 19 Ridgeway Avenue, Norwood Pennsylvania**

56. At the time of his arrest, Bahaa Dawara was the owner of the property at 19 Ridgeway, Norwood Pennsylvania, since August 1, 2017. The property was purchased for his

parents. *See* Oral Deposition of Bahaa Dawara, Mar. 29, 2022, at 41:13-16; 42:9-12; *See* Exhibit “D-2(c)”.

57. Abeer Naim resides at 19 Ridgeway Avenue, with her Uncle, his wife, two (2) children (ages 13 and 10) and Bahaa Dawara’s wife. N.T. Jan. 19, 2022, at 48:20-24; 49:6-7.

58. A lease agreement was prepared and dated August 1, 2017. *Id.* at 43:4-9. The agreement was signed by Bahaa and his father. The lease called for payments of \$850.00. *Id.* at 43:10-13. Also, there was a mortgage on the property. *Id.* at 44:4-6. The mortgage is currently being paid by Faten, his sister. *Id.* at 46:1-4; *See* Exhibit “D-7a”). There are currently six people living in the property. The lease was for a period of one year and then month to month. *Id.*

59. The deed for the property at 19 Ridgeway Avenue was prepared by a lawyer, he identified as “Schultz”. *N/T*, Testimony of Hitham Albarouki, Jan. 18, at 12:6-10. The deed was prepared based upon advice from the lawyers. *Id.* at 12:13-17.

60. The property located at 19 Ridgeway was transferred from Bahaa Dawara and Bahaa Dawara and Faten Dawara. N.T., Jan. 19, 2022, at 69:1-2. This was done based upon Mr. Henry [the attorney] advice. *Id.* at 69:4-6.

61. “I am not aware of the regulations here and the laws in the United States, and, you know, this is an attorney, so I listened to him, and he said that his opinion and it’s going to make things more flexible and easier to transfer – to sell the properties or deal with them. *Id.* at 70:1-8.

62. The property is currently in the name of Faten Dawara and Bahaa Dawara. *See* Oral Deposition of Bahaa Dawara, Mar. 29, 2022, at 47:11-18.

63. Finally, the property located at 19 Ridgeway Avenue has a mortgage on it. N.T., Jan. 19, 2022, at 71:6-9; 14-15. *See* Exhibit D-7(a).

64. Faten Dawara acknowledge the existence of a lease agreement between her father and Bahaa Dawara and that regular monthly payments had been made. N.T. Jan. 19, 2022, at 72:21-23; 73:9-12; 73:22-25.

## II. CONCLUSIONS OF LAW

1. There were no fraudulent transfers made in this case either via actual fraud or constructive fraud by Defendants, Haitham Albarouki, Faten Dawara, Abeer Naim, Maisaa Dawara and Mirvat Dawara.

2. Albarouki signed the deed for the property located at 305 Seminole Street, as power of attorney, on November 11, 2019. *N.T.* Jan. 18, 2022, at 13:16-22; *See* Exhibit “P-6(B)”. The deed transferred the property from Imad Dawara to Imad Dawara and Maisaa Dawara.. *Id.*

3. This deed transfer for 305 Seminole Street, Essington, Pennsylvania was based upon advice from the lawyers. *N/T* Jan. 18, 2022, at 15:25; 16:1-5.

4. A deed was prepared November 11, 2019 for the property located at 305 Seminole Street, Essington, Pennsylvania “to guarantee [Maisaa Dawara’s] interest in the house . . . *N/T.* Jan. 19, 2022, at 21:20-24.

5. The March 25, 2021 deed was prepared because “[Maisaa] paid off what [she] owed to Imad and the house became [hers].” *N.T.* Jan. 19, 2022, at 22:1-7.

6. The deed for the property located at 407 Seminole Street, Essington, Pennsylvania was prepared because “Mirvat owned this house.” *N/T.* Jan. 18, 2022, at 21:18-19; and “because [Mirvat was] already done with the payments, and the attorney asked to do that contract.” *N.T.* Jan. 19, 2022, at 39:14-19.

7. The deed for the property at 19 Ridgeway Avenue was prepared by a lawyer, he identified as “Schultz”. *N/T*, Testimony of Hitham Albarouki, Jan. 18, at 12:6-10. The deed was prepared based upon advice from the lawyers. *Id.* at 12:13-17.

8. The property located at 19 Ridgeway was transferred from Bahaa Dawara and Bahaa Dawara and Faten Dawara. *N.T.*, Jan. 19, 2022, at 69:1-2. This was done based upon Mr. Henry [the attorney] advice. *Id.* at 69:4-6.

9. Faten Dawara was “not aware of the regulations here and the laws in the United States, and, you know, this is an attorney, so I listened to him, and he said that his opinion and it’s going to make things more flexible and easier to transfer – to sell the properties or deal with them.” *Id.* at 70:1-8.

10. The property located at 321 Massasoit Avenue was transferred from Imad Dawara to Imad Dawara and Abeer Naim at the suggestion of Mr. Dawara’s attorney, Todd Henry, Esquire. *See* Oral Deposition of Imad Dawara, at 53:23-24; 54:1-3

11. The property located at 321 Massasoit Street, Essington, PA was transferred on November 14, 2019, via deed from Imad Dawara to Imad Dawara and Abeer Naim. *N.T.* Jan. 19, 2022, at 51:16-18. *See* Exhibit P-6A. The property was transferred to help Abeer Naim sell it to the government. *N.T.* Jan. 19, 2022, at 52:3-5.

12. The property located at 224 Erickson Street, Essington, PA was transferred on November 11, 2019, via deed from Imad Dawara to Imad Dawara and Abeer Naim. *Id.* at 52:14-17. The property was transferred “to make the process of selling more, like, easier.” *Id.* at 52:19-20.

13. Likewise, the properties located at 312 Fern Street, 134 Garfield Avenue, 142 Garfield Avenue were all transferred from Bahaa Dawara to Bahaa Dawara and Faten Dawara, all prepared by attorneys. *N.T.*, Jan. 19, 2022, at 70:14-25; 71:1-2.

14. With respect to the property located in Swarthmore, where Abeer Naim and Imad Dawara was transferred, via deed, dated November 11, 2019 from Imad Dawara to Imad Dawara and Abeer Naim. *Id.* at 53:3-7. The property was transferred, based upon attorney's advice "to make it easier because my husband is incarcerated and I am – I am not. I can help make the sale to give the money to the government." *Id.* at 53:8-12.

15. Mr. Albarouki never purposely misspelled his name on a deed. *N.T.* Jan. 18, 2022, at 11:18-19.

16. Maisaa and her family were living in the property located at 305 Seminole Street, Essington, Pennsylvania; it was "our tradition. It's brother and sister, they help each other. This is our culture." *N.T.* Jan. 18, 202, at 17:5-10.

17. All of the transfers to which Mr. Albarouki was the power of attorney were based upon advice from lawyers. *N.T.* Jan. 18, 2022, at 61:6-11. Further, the transfers was also advised by attorney "Schultz." *N.T.* Jan. 18, 2022, at 62:2-4.

18. The transfers of the properties located at 305 Seminole Street, Essington, Pennsylvania, 407 Seminole Street, Essington, Pennsylvania and 19 Ridgeway Avenue, Norwood, Pennsylvania should not be set aside.

19. There was no intent to hinder, delay or defraud Plaintiff.

20. Consideration was paid in the form of lease purchase payments made by Defendants for all three (3) properties located at 305 Seminole Street, Essington, Pennsylvania, 407 Seminole Street, Essington, Pennsylvania and 19 Ridgeway Avenue, Norwood.

21. Defendants reasonably relied upon the advice of their counsel in the preparation, signing and filing of the power(s) of attorney, deed(s) and any subsequent deed(s).

22. The restitution agreement between Defendants', Imad Dawara and Bahaa Dawara precludes plaintiff from setting aside or transferring the three (3) properties at issue.

21. Plaintiff is not entitled to punitive damages.

22. Plaintiff is not entitled to attorney's fees.

Respectfully submitted,

**LAW OFFICES OF JONATHAN J. SOBEL**

s/JONATHAN J. SOBEL, ESQ.  
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Attorney for Defendants

Date: June 6, 2022

**PROOF OF FILING / SERVICE**

I, JONATHAN J. SOBEL, ESQUIRE, attorney for Defendants, hereby certify that I am duly authorized to make this certification; that on June 6, 2022, I electronically filed the Findings of Fact and Conclusions of Law and caused it to be electronically mailed, addressed as follows:

Gary Seitz, Esquire  
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*Attorney for Defendants, Bahaa Dawara, Imad Dawara*

Respectfully submitted,

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Date: June 6, 2022